

Agd 4
A G R E E M E N T

BETWEEN THE
London

East-India Company

AND THE

Right Hon^{ble} Lord *C L I V E*,

RESPECTING THE

M I L I T A R Y F U N D.

Dated APRIL 6, 1770.



PIT 5253

DP 14.7.20

Т Е М А З А

ЭНТ КИЧШТАР

High-Tech Computer

ЭНТ ДИА

БАУЛДО БОЛГОН НАГИЙН

ЭНТ ЭНТОЧСАЯ

ДИЧИ УЯА ТИЛМ

СЭГИ ДАЛГА БАСА

A G R E E M E N T
B E T W E E N T H E
East-India Company
A N D T H E
Right Hon^{ble} Lord *C L I V E.*

THIS INDENTURE, made the sixth Day of Preamble.
April, in the Tenth Year of the Reign of our Sovereign Lord GEORGE the Third, by the Grace of GOD, of Great-Britain, France and Ireland, King, Defender of the Faith; and in the Year of Our LORD, One Thousand Seven Hundred and Seventy; BETWEEN the United Company of Merchants of England Trading to the *East-Indies*, of the one Part, and the Right Honorable ROBERT Lord CLIVE, Baron of *Plassey*, in the Kingdom of *Ireland*, and Knight of the Most Honorable Order of the Bath, of the other Part, WHEREAS MEER MAHOMED JAFFIER CAWN, deceased, late Nabob of the Kingdom or Province of *Bengal*, did before his Death, in the Presence of three Witnesses (to wit) NAJIM AL DOWLA, his Son, Lady BEGAM, his Wife,

Wife, and MEHA RAJAH NUNCOMAR, according to the Form and Manner of testamentary Acts used in that Country, bequeath unto the said ROBERT Lord CLIVE, out of the Monies and Effects which the said Nabob had in his Possession, the Sum of three Lacks of Rupees, 50000 Rupees in Money, 50000 Rupees in Jewels, and one Lack in Gold Mohurs, in all five Lacks of Rupees, as by the Contents of the said Bequest contained in three Certificates, made by the aforesaid Witnesses, in the *Persian* Language, and the Translations thereof into the *English* Language, now in the Custody of the said Company, may more fully appear; AND whereas at the Time of the said MEER JAFFIER's Death, the said ROBERT Lord CLIVE was at Sea, on his Voyage from *England* to *India*, and after his Arrival in the Province of *Bengal*, NAJIM AL DOWLA, Eldest Son of the said MEER JAFFIER, did, agreeably to the Commands of his said Father, pay to the said ROBERT Lord CLIVE the said five Lacks of Sicca Rupees, of the Value of £ 628 33. 6s. 8d. Sterling, which the said ROBERT Lord CLIVE paid into the said *East-India* Company's Treasury at *Calkutta*, at different Times, in the Year of Our LORD, One Thousand Seven Hundred and Sixty-six, and thereupon Notes were signed to his Lordship for the same five Lacks of Sicca Rupees, carrying Interest after the Rate of £ 8. per Cent. per Annum, Sterling until paid. AND whereas the said ROBERT Lord CLIVE, being zealous for the Prosperity of the said Company, the Security of their Territories, and territorial Revenues in *India*, belonging to them, and their Trade and Commerce, which greatly depend on the Bravery and Conduct of the said Company's Troops, and considering that the Establishment of a Provision for such of the Officers and private Men, employed in the Company's Service, as should be disabled by Age, War, or Disease contracted during their Service, would

would tend to induce fit Persons to enter into the said Service, and encourage the Bravery of the Soldiery employed therein, hath proposed to the Court of Directors of the said United Company, to appropriate the Interest of the said five Lacks of Rupees, for the Support of a certain Number of Officers, Non-Commission Officers and private Men, in the Service of the said Company, who from Wounds, Length of Service, or Diseases contracted during their Service, were unable or unfit to serve any longer, and whose Fortunes might be too scanty to afford the Officers a decent, and the private Men a comfortable Subsistence, in their native Country, and also to make some Provision for the Widows of such Officers and private Men, as should have been intitled to the said Bounty, or whose Husbands should have lost their Lives in the said United Company's Service: AND whereas SYF-UL DOWLA, the present Nabob of *Bengal* aforesaid, hath given to the said United Company the Sum of three Lacks of Rupees, as an Addition to the above-mentioned Fund: AND whereas the said three Lacks of Rupees were carried to account in the said United Company's Treasury, in the Month of *April*, One Thousand Seven Hundred and Sixty-seven, and the said Company's Note for the said three Lacks of Sicca Rupees, amounting to the Sum of £37700 Sterling, carrying Interest after the Rate of £8. by the Hundred, by the Year, was issued from the said Company's Treasury, at *Calcutta*, payable to the said ROBERT Lord CLIVE: AND whereas the said ROBERT Lord CLIVE hath also proposed that the said Court of Directors, and their Successors, shall be perpetual Trustees of the said Fund of five Lacks of Rupees, as well as of the said three Lacks of Rupees, for the due Application and Appropriation of the Interest and Produce thereof; which said Trust the said Court of Directors have consented and agreed to accept of: AND whereas it has

been agreed by and between the said ROBERT Lord CLIVE, and the said Court of Directors, that the said eight Lacks of Rupees shall, from the twenty-ninth Day of September, which was in the Year of Our LORD, One Thousand Seven Hundred and Sixty-six, carry Interest at and after the said Rate of £8. by the Hundred, by the Year, upon and subject to the several Trusts, Conditions, Agreements and Provisoes, herein-after mentioned. AND whereas the said ROBERT Lord CLIVE, in pursuance of the said Agreement, hath delivered up the said Cash Notes for five Lacks, and three Lacks of Rupees, to the said Court of Directors, to be cancelled; Now THIS INDENTURE WITNESSETH, that for the better and more effectually carrying the aforesaid Agreement into Execution, It is hereby mutually covenanted, concluded, declared and agreed, by and between the said ROBERT Lord CLIVE, and the said United Company, that

The eight Lacks to bear 8 per Cent. Interest.

Interest to be paid in London.

Court of Directors and their Successors to be perpetual Trustees.

The Trust to commence from the 29th Produce thereof, from the twenty-ninth Day of September of September, 1769.

last

last past, to and amongst, and for the Relief and Maintenance of European Officers and Soldiers, who shall become Invalids or Superannuated in the said United Company's Service, and of their Widows, and also the Widows of such Officers and Soldiers as shall die in the said United Company's Service, in the Shares, Dividends and Proportions

following (that is to say) to all Commissioned and Staff or Warrant Officers, one Moiety or half Part of the ordinary stated Pay they were respectively intitled to whilst in Commission or Service.

To all Serjeants, Corporals, and private Men the like Pay as is allowed and payable to the Out-Pensioners, of the same Ranks or Degrees, belonging to Chelsea Hospital, and to the several Widows of all such Officers and Soldiers

one quarter or fourth Part of the ordinary stated Pay their respective Husbands were intitled to when in the said United Company's Service, yearly and every Year during their several and respective natural Lives.

But it is declared that the Provisions hereby intended for such Widows shall be paid upon such Certificates and Testimonials only as the Court of Directors shall approve.

shall think reasonable or necessary to intitle them thereunto,

and shall be payable during their respective Widowhoods, but no longer, and in Case of their Intermarriages then longer.

such Provision shall from thenceforth cease. PROVIDED

always, and it is hereby further concluded and agreed upon,

by and between the said Parties, that no Officer or Soldier No Officer or Soldier to be admitted, is to be or shall be intitled to any Bounty or Provision, unless disabled by Wounds, or rendered under or by Virtue of these Presents, unless he shall in the incapable by Age or other Accidents.

Judgment of the Court of Directors of the said United Company for the Time being, be found disabled by Wounds,

or rendered incapable by Age or other Accidents, and un-

less he shall produce a Certificate from and under the Hand of his Commanding Officer of his being an Invalid, and rendered incapable of further Service in India, together with a Certificate from their Commanding Officer of their being Invalids and un-

fit for Service in India.

And an Approbation of such Certificate an Approbation of such Certificate, by the Governor and from the Governor and Council.

The Court may admit Petitioners in the served; But nevertheless if any Officer or Soldier in the said Company's Service, residing in England, Company's Service, residing or being in England, shall apply to the said Court of Directors to be admitted to the said Bounty or Provision, the said Court of Directors shall admit such Officer or Soldier thereunto, if they shall adjudge him to be a proper Object of such Bounty. PROVIDED also, and it is hereby further concluded and agreed upon, that the Bounty or Provision hereby intended for and in Favour of the said Officers, is only to extend to such of them as shall be obliged, through any of the Misfortunes above-mentioned, to return to England in indigent Circumstances, and that all and every such Officers applying for such Bounty, shall, previous to their becoming intitled thereto, according to their several Ranks or Commissions, make Oath in the most solemn Manner, before the Governor and Council, to the Purport and Effect following (that is to say)

A Colonel must swear he is not possessed of, or intitled to real and personal Estate to the Value of 4000l. a Lieutenant Colonel, of 3000l. a Major, of 2500l. a Captain, of 2000l. a Lieutenant, of 1000l. and an Ensign of 750l.

A Colonel shall swear that he or any Person or Persons in Trust for him, is or are not seized or possessed of, or intitled unto any real and personal Estate to the Amount in Value together of £4000—A Lieutenant Colonel to the Amount in Value of £3000—A Major to the Amount in Value of £2500—A Captain to the Amount in Value of £2000—A Lieutenant to the Amount in Value of £1000— and an Ensign or Cornet to the Amount in Value of £750. And in Case of the Death of any Officer of the Ranks above-mentioned in the said United Company's Service, the Widow of every such Officer, before she shall be admitted to partake of the said Bounty or Pension, shall produce, and lay before the Court of Directors of the said United Company such Evidence as to them shall seem reasonable, that her Husband, under whom she derives such Claim, did not die seized or possessed of real and personal Estate to the Amount

Widows must lay before the Court satisfactory Evidence that their respective Husbands did not die worth the Sums above specified.

Amount herein-before specified, according to his respective Rank in the said Service. PROVIDED nevertheless and it is further concluded and agreed upon, that the several Persons applying for the Benefit of the said Fund or Bounty shall be admitted and become intitled thereto, according to the Times of their respective Arrivals in *England*; and Arrival in *England*.

in Case any Disputes or Differences shall happen or arise, All Disputes or Doubts concerning Qualifications of Petitioners, Distribution, touching or concerning the Qualifications of Persons claiming Right to Pensions under these Presents, or the Distribution thereof, or the Times of their being respectively intitled thereto, such Differences or Disputes shall, from Time to Time, be decided and adjusted by the Court of Directors of the said United Company, and not otherwise.

AND whereas the Interest due from the said United Company, upon the said Cash Notes herein-before-mentioned, amounted on the twenty-ninth Day of September last, to the Sum of £ 24128: Now it is hereby further concluded, and agreed by and between the said Parties to these Presents,

Interest on the eight Lacks due 29th September, 1769, Value 24128l. to be erected into Capital, and to carry 8l. per Cent. Interest from that Time.

that the said Sum of £ 24128 shall remain in the Hands of the said United Company in *India*, and shall be deemed and considered as Capital, and shall carry Interest from the said twenty-ninth Day of September last, at and after the Rate of £ 8 by the Hundred, by the Year, which Interest or yearly Produce thereof shall be, from Time to Time, paid, disposed of and distributed by the Court of Directors of the said United Company, for the Time being, in the first place for the discharging all incident Charges and Expences attending carrying into Execution the Fund hereby established, and subject thereto, unto and amongst such Objects of Charity, belonging to the said United Company's Military Service, or the Widows or Families of such Objects as the said Court of Directors shall in their Discretion think fit. PROVIDED also, and the said United Company do hereby covenant, promise, and agree to and with the said

The contingent Fund is to be appropriated for all incident Expences of carrying the Fund into Execution, and for such Objects of Charity, belonging to the Military, their Widows or Families as the Court shall think fit.

C

ROBERT

ROBERT Lord CLIVE, his Executors, Administrators, and Assigns, that in Case the said United Company shall at any Time hereafter, by any Means whatsoever, otherwise than by the Fate of War, be dispossessed, or deprived of, or part with their territorial Possessions in Bengal, and the Revenues arising thereby, so that the Jaghire granted unto and now enjoyed by the said ROBERT Lord CLIVE shall, during the Term agreed upon between the said United Company and the said ROBERT Lord CLIVE, for the Continuation thereof, cease to be paid unto his said Lordship, or his Assigns, or in Case the said United Company shall at any Time before the Year of our LORD, One Thousand Seven Hundred and Eighty-four, cease to employ, and maintain in their immediate Pay and Service, a Military Force in the *East-Indies*, then, and in either of the said Cases, the said United Company shall and will forthwith pay unto the said ROBERT Lord CLIVE, his Executors, Administrators, or Assigns, at their Treasury in *Calcutta* aforesaid, the full Sum of five Lacks of Sicca Rupees, to and for his and their own proper Use and Benefit, but subject nevertheless with the Interest of the aforesaid three Lacks of Rupees in the Proportion the said respective Sums bear to each other, to the Payment of all such Pensions and Annuities, as shall at the Time either of the aforesaid Contingencies shall happen, be payable out of or chargeable upon the said Trust Fund, which said Pensions and Annuities it is hereby fully understood and agreed, shall continue to be paid and payable out of the Interest of the said eight Lacks of Rupees, or such Part thereof, as shall be wanting and necessary, during the Lives of the several Persons then intitled thereto. AND it is hereby further concluded and agreed upon, between the said Parties to these Presents, that in Case, at any Time after the Commencement of the said Year of Our L O R D, One Thousand Seven

If the Company should lose, or part with their territorial Possessions in Bengal, so that Lord CLIVE's Jaghire should cease before the Term agreed upon, or if the Company should cease to maintain a Military Force in India before 1784, in either Case the five Lacks to be restored to Lord CLIVE, or his Executors, but chargeable with their Proportion of all the Pensions assigned on the eight Lacks generally.

Seven Hundred and Eighty-four, it shall so happen, that the said United Company shall have no Military Force in their actual Pay or Service in the *East-Indies*, that then and in such Case the Interest and Produce of the said Trust Fund of eight Lacks of Rupees, shall from thenceforth, from Time to Time, be applied, paid and distributed, towards the Support, Relief and Provision of Marine Officers and Seamen, who shall become Invalids or Superannuated in the said United Company's Service, and the Widows of such of them as shall die in the said Service, during their respective Widowhoods only, in such Shares and Proportions, in Manner and Form, as in Case such Event shall happen, shall be concluded and agreed upon between the said United Company and the said ROBERT Lord CLIVE, or his legal Representative, or Representatives. AND lastly, it is hereby expressly stipulated and agreed, and the said United Company do hereby covenant with the said ROBERT Lord CLIVE, his Executors, Administrators, and Assigns, that in Case it shall happen that the said United Company, after the Commencement of the said Year of Our LORD, One Thousand Seven Hundred and Eighty-four,

shall cease to employ a Military Force in their actual Pay and Service in the *East-Indies*, and also Ships for carrying on their Trade and Commerce, then and in such Case, as soon as the said Event shall happen, the said United Company shall and wil pay unto the said ROBERT Lord CLIVE, his Executors,

Administrators, or Assigns, for his and their own Use, at their Treasury in *Calcutta* aforesaid, the full Sum of five Lacks of Sicca Rupees, but subject nevertheless with the Interest of the said three Lacks of Rupees, in the Proportion the said Sums bear to each other, to the Payment of all such Pensions and Annuities, for the Lives of the Persons then intitled thereto only, as shall at the Time such Event shall happen be payable out of, or chargeable upon the said Trust Fund,

according

If the Company employ no Military Force in India after 1784, the Interest of the eight Lacks to be applied for Relief of Officers and Seamen, Invalids or Superannuated, and the Widows of such of them as shall die in the Service, during Widowhood only.

If after 1784 the Company shall cease to employ either Troops or Shipping, they shall repay Lord CLIVE, or his Executors, the five Lacks chargeable with the Pensions that may then be upon them.

according to the true Intent and Meaning of these Presents.
IN WITNESS whereof the said United Company have hereunto affixed their Common Seal, and the said ROBERT Lord CLIVE hath set his Hand and Seal, the Day and Year first above written.

(Company's Seal.)

(L.S.) Clive.

*Sealed and Delivered, being first
duly Stamped, by the within
named Robert Lord Clive,
in the Presence of*

Richard Holt,
Thomas Morton.

